



U.S. Department of Justice

98-02  
5093-00012

Environment and Natural Resources Division

Assistant Attorney General  
950 Pennsylvania Avenue, N.W.  
Washington, DC 20530-0001

Telephone (202) 514-2701  
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May 29, 1998

Felicia Marcus  
Regional Administrator  
United States Environmental Protection Agency,  
Region 9  
75 Hawthorne Street  
San Francisco, California 94105

Dear Ms. Marcus:

Pursuant to Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1), the United States Department of Justice hereby approves the attached Agreement for Payment of Future Response Costs and Recovery of Past Response Costs in In the Matter of: Fresno Industrial Supply, Inc., Site, Fresno, California, U.S. EPA Region IX CERCLA Docket Number 98-02.

Sincerely,

Lois J. Schiffer  
Assistant Attorney General

Enclosure

98-02

5093-00012

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region IX**

**CERCLA SECTION 122(b)(1) AGREEMENT  
FOR PAYMENT OF FUTURE RESPONSE COSTS AND  
RECOVERY OF PAST RESPONSE COSTS**

**In the Matter of:  
FRESNO INDUSTRIAL SUPPLY INC, SITE  
FRESNO, CALIFORNIA**

**CERCLA SECTION 122(h)(1) AGREEMENT  
FOR PAYMENT OF FUTURE RESPONSE COSTS  
AND RECOVERY OF PAST RESPONSE COSTS**

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**APPENDICES**

**CERCLA SECTION 122(h)(1) AGREEMENT  
FOR PAYMENT OF FUTURE RESPONSE COSTS AND  
RECOVERY OF PAST RESPONSE COSTS**

IN THE MATTER OF:	)	AGREEMENT FOR PAYMENT
	)	OF FUTURE RESPONSE COSTS
Fresno Industrial Supply, Inc. Site	)	AND RECOVERY OF PAST
Fresno, California	)	RESPONSE COSTS
	)	
	)	U.S. EPA Region IX
	)	CERCLA Docket No. 98- <u>02</u>
U.S. Department of Defense, including the	)	
following component agencies:	)	
Department of the Army	)	
Department of the Navy	)	AGREEMENT
Department of the Air Force	)	UNDER SECTION
Defense Logistics Agency	)	122(h)(1) OF CERCLA
	)	42 U.S.C. § 9622(h)(1)

**I. JURISDICTION**

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D, and further delegated to the Superfund Branch Chiefs by Regional Order dated September 29, 1997.

2. This Agreement is made and entered into by EPA, and the United States Department of Defense ("Department of Defense"), including the following component agencies: the Department of the Army, the Department of the Navy, the Department of the Air Force and the Defense Logistics Agency (collectively, "Settling Federal Agencies"). Each Settling Federal Agency consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

**II. BACKGROUND**

3. This Agreement concerns the Fresno Industrial Supply, Inc. Site ("Fresno Drum Superfund Site" or "Site") located in both the City of Fresno and County of Fresno, California. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA has undertaken and shall undertake response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. EPA's decision to undertake response actions at the Site is discussed in the Action Memoranda for the Site. As noted therein, EPA has commenced a time-critical removal at the Site, as defined in Section 300.415 of the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. This action has included: (i) repairing and upgrading existing fences; (ii) posting danger signs; (iii) over-packing leaking drums; (iv) cleaning up spilled material; (v) conducting air monitoring; (vi) applying soil sealant to exposed surface areas to mitigate fugitive dust emissions; (vii) moving several hundred drums and containers to a secured staging area on-site; (viii) inventorying drums and containers; (ix) removing approximately 4,500 drums and containers of hazardous waste material for off-site treatment and disposal; and (x) conducting soil and groundwater investigations. The proposed further removal action involves: (i) removal and off-site treatment and disposal of soil contaminated with lead, chromium, copper, PCBs, pentachlorophenol, and/or pyrene; and (ii) abandonment of the on-site well to prevent contaminant migration to groundwater.

5. In performing this response action, EPA has incurred, and will incur, response costs at or in connection with the Site.

6. EPA alleges that Settling Federal Agencies are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and liable for response costs incurred, or to be incurred, at or in connection with the Site.

7. EPA and Settling Federal Agencies desire to resolve Settling Federal Agencies' alleged liability for Past Response Costs and Future Response Costs without the admission or adjudication of any issue of fact or law. This agreement reflects a compromise that recognizes the absence of a viable owner or operator to participate in financing or performing the response activities at the Site that are the subject of this settlement.

### **III. PARTIES BOUND**

8. This Agreement shall be binding upon EPA and upon Settling Federal Agencies and their successors and assigns. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to bind legally the party represented by him or her.

### **IV. DEFINITIONS**

9. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

c. "Action Memoranda" shall mean the Action Memorandum for the Site dated October 9, 1996, as modified by the Request for a Ceiling Increase to Continue the Removal Action at the Fresno Drum Site, signed December 2, 1996, and the Request for a Twelve Month Exemption and Ceiling Increase to Continue the Removal Action at the Fresno Drum Site, signed February 14, 1998.

d. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "Future Response Costs" shall mean all response costs, including but not limited to direct and indirect costs, that EPA pays or incurs at or in connection with the Site on or after May 23, 1998 through completion of the future removal action described in the Action Memoranda.

g. "Fund" shall mean the EPA Hazardous Substance Superfund.

h. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

i. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or a lower case letter.

j. "Parties" shall mean EPA and the Settling Federal Agencies.

k. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice ("DOJ") on behalf of EPA has paid at or in connection with the Site on or before May 22, 1998.

l. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

m. "Settling Federal Agencies" shall mean the United States Department of Defense, including the following component agencies: the Department of the Army, the Department of the Navy, the Department of the Air Force, and the Defense Logistics Agency, and

any of their respective successor agencies or departments.

n. "Site" shall mean the Fresno Industrial Supply Inc. Site ("Fresno Drum Superfund Site"), encompassing three (3) parcels and totaling approximately 21.49 acres, located at or near Hughes Avenue and Whites Bridge Avenue in both the City of Fresno and the County of Fresno, California, and depicted more clearly on the map included in Appendix A.

## **V. FUNDING OF RESPONSE COSTS**

10. a. Future Response Costs. As soon as reasonably practicable but not later than May 30, 1998, and consistent with Subparagraph 10(d), the Settling Federal Agencies, shall:

(i) Pay into the Fresno Drum Special Account within the EPA Hazardous Substance Superfund ("the Fund") \$387,000, from Fiscal Year 1998 ("FY 98") Environmental Restoration funds, to be used to conduct or finance the future removal action described in the Action Memoranda. As soon as reasonably practicable following completion of the future removal action described in the Action Memoranda, any excess funds shall be returned to the Settling Federal Agencies in accordance with instructions to be provided by the Settling Federal Agencies, consistent with the requirements of the Economy Act.

(ii) If Future Responses Costs exceed \$387,000, then by December 1, 1998 EPA shall provide each of the Settling Federal Agencies a demand for such additional Future Response Costs that includes an Informal Cost Summary. Consistent with Paragraph 10(b), the Settling Federal Agencies collectively shall include such additional amount in their budget requests for FY2000 (or, in accordance with Subparagraph 10(b)(i), for each subsequent fiscal year through and including FY 2005, if necessary, unless an earlier termination of this requirement is directed by the Office of Management and Budget) for payment to the Fund in accordance with Paragraph 10(b)(i).

b. Past Response Costs. The Settling Federal Agencies collectively shall seek and use best efforts to obtain specific appropriations from Congress to pay \$ 778,425 in reimbursement of Past Response Costs, plus additional amounts, if any, for (i) additional Future Response Costs under Subparagraph 10(a)(ii); (ii) Interest, if any, under Subparagraph 10(c), and (iii) costs of dispute resolution under Paragraph 14, and shall pay any amounts appropriated for such purposes in accordance with this Subparagraph and consistent with Subparagraph 10(d). The Settling Federal Agencies collectively shall seek and use best efforts to obtain the full amount of the funds for these purposes in their FY2000 budget appropriations. If the Settling Federal Agencies are unsuccessful in obtaining appropriations in FY2000 sufficient to completely satisfy the payment obligations under this Subparagraph, then the Settling Federal Agencies collectively shall seek and use best efforts to obtain these funds in each subsequent fiscal year through and including FY2005 until said funds are appropriated for these purposes, unless an earlier termination of this requirement is directed by the Office of Management and Budget. The Settling Federal Agencies shall pay the amounts appropriated for these purposes to the EPA Hazardous Substance Superfund within sixty (60) days after commencement of the fiscal year for which

funds required under this Subparagraph are appropriated, or within sixty (60) days after enactment of such appropriation, whichever is later.

c. Interest. In the event that payment of Future Response Costs required by Subparagraph 10(a)(i) is not made by May 30, 1998, or if the payment of Past Response Costs required by Subparagraph 10(b)(i) is not made by the date specified in Paragraph 10(b)(i), then Interest on the unpaid balance shall be paid at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). Interest on the unpaid balance of the payment required pursuant to Subparagraph 10(a)(i) shall commence on May 31, 1998 and accrue through the date of payment. Interest on the unpaid balance of the payment required pursuant to Subparagraph 10(b)(i) shall commence on the day on which the appropriation is made and accrue through the date of payment. Consistent with Paragraph 10(b), the Settling Federal Agencies collectively shall satisfy the obligation to pay Interest under this Paragraph by including any Interest accruing pursuant to this Paragraph in their budget requests for FY2000 (or, in accordance with Subparagraph 10(b)(i), for each subsequent fiscal year through and including FY 2005, if necessary, unless an earlier termination of this requirement is directed by the Office of Management and Budget) for payment to the Fund in accordance with Paragraph 10(b)(i).

d. The Parties to this Agreement recognize and acknowledge that all payment obligations of the Settling Federal Agencies under this Agreement, including but not limited to the potential obligation to pay Interest under Paragraph 10(c), can only be paid from appropriated funds legally available for such purpose. Nothing in this Agreement shall be interpreted or construed as a commitment, obligation, or requirement that any Settling Federal Agency obligate, expend, transfer, or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1301, 1341, and 1511-1519, or any other applicable provision of law.

11. Payments shall be made by check or by FedWire Electronic Funds Transfer ("EFT"), made payable to the "EPA Hazardous Substance Superfund." The check or EFT documentation shall reference the party making the payment, the Site name (Fresno Drum), the EPA Region (Region IX), the Site/Spill ID Number (DG), and the EPA Docket Number for this action. The check or EFT shall be sent to EPA Superfund, U.S. EPA Region IX, Attention: Superfund Accounting, P.O. Box 360863M, Pittsburgh, PA 15251. Any payments received by the Superfund Accounting office after 4:00 p.m. Eastern Time shall be credited on the next business day.

12. At the time of payment, each Settling Federal Agency shall send notice that such payment has been made to:

Danita Yocom  
U.S. EPA Region IX  
75 Hawthorne Street  
Mail Code RC-3-2  
San Francisco, CA 91105



Dan Shane  
U.S. EPA Region IX  
75 Hawthorne Street  
Mail Code SF-6  
San Francisco, CA 91105

#### **VI. FAILURE TO COMPLY WITH AGREEMENT**

13. In the event any dispute arises as to the covenants given, obligations undertaken, or performances due, or in the event of alleged failure or breach, of this Agreement, then EPA's Director of the Office of Site Remediation Enforcement, a DOJ Deputy Assistant Attorney General for the Environment and Natural Resources Division, and the Department of Defense's Deputy General Counsel for Environment and Installations, or their successors, shall meet within the next fourteen (14) business days to obtain resolution of the issue, utilizing the appropriate processes under applicable Federal law, regulation, Executive Order or memorandum of agreement or understanding.

14. If EPA seeks dispute resolution under Paragraph 13 to enforce this Agreement, Settling Federal Agencies shall reimburse EPA for all costs of such request, including but not limited to costs of attorney time. Consistent with Paragraph 10(b), the Settling Federal Agencies collectively shall satisfy the obligation to pay costs under this Paragraph by including any such costs in their budget requests for FY2000 (or, in accordance with Subparagraph 10(b)(i), for each subsequent fiscal year through and including FY 2005, if necessary, unless an earlier termination of this requirement is directed by the Office of Management and Budget) for payment to the Fund in accordance with Paragraph 10(b)(i).

#### **VII. COVENANT BY EPA**

15. In consideration of the payments that will be made by the Settling Federal Agencies under the terms of this Agreement, and except as specifically provided in Paragraph 16 (Reservation of Rights by EPA), EPA covenants not to take administrative action against the Settling Federal Agencies pursuant to Section 107(a) of CERCLA for recovery of Past Response Costs and Future Response Costs. EPA's covenant with respect to Future Response Costs shall take effect upon the receipt of the payments required under Paragraph 10(a)(i). EPA's covenant with respect to Past Responses Costs is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Agreement. EPA's covenant extends only to the Settling Federal Agencies and does not extend to any other person.

#### **VIII. RESERVATIONS OF RIGHTS BY EPA**

16. The covenant set forth in Paragraph 15 do not pertain to any matters other than those expressly specified in Paragraph 15. EPA and the federal natural resources trustees reserve, and this Agreement is without prejudice to, all rights against the Settling Federal Agencies, with respect to all other matters, including but not limited to, the following:

a. Claims based on a failure by the Settling Federal Agencies to meet a requirement of this Agreement;

b. Liability for response costs that are not within the definition of Past Response Costs and Future Response Costs, including but not limited to costs associated with responding to groundwater contamination at or from the Site;

c. Liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

d. Criminal liability; and

e. Liability for actions under Section 106 of CERCLA, 42 U.S.C. § 9606, except for the work identified in the Action Memoranda.

17. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue or take administrative action, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

#### **IX. COVENANT BY SETTling FEDERAL AGENCIES**

18. Settling Federal Agencies agree not to assert any claims against EPA, its contractors or employees, or the Fund, with respect to Past Response Costs, Future Response Costs, or this Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law; and

b. any claims arising out of the response actions at the Site for which the Past Response Costs or Future Response Costs were or shall be incurred.

19. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

#### **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

20. Nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA and Settling Federal Agencies

each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. EPA and Settling Federal Agencies agree that the actions undertaken by Settling Federal Agencies in accordance with this Agreement do not constitute an admission of any liability by any Settling Federal Agency. Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

22. The Parties agree that Settling Federal Agencies are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs and Future Response Costs.

23. In any subsequent administrative proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Federal Agencies shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA not to take administrative action set forth in Paragraph 15.

24. In the event that further response action not the subject of this Agreement is necessary at or in connection with the Site, then EPA intends to: (i) provide the Settling Federal Agencies notice and an opportunity to comment on proposed response actions in accordance with the requirements of the NCP; and (ii) where appropriate and as consistent with the opportunity EPA may provide to a private settling entity in a similar situation, offer the Settling Federal Agencies an opportunity to enter into a binding agreement to perform all or part of such further response action.

## **XI. RETENTION OF RECORDS**

25. EPA and the Settling Federal Agencies acknowledge that each Settling Federal Agency is subject to all applicable Federal record retention laws, regulations, and policies.

26. By signing this Agreement, any Settling Federal Agency that has provided records, documents or other information to EPA related to this Site certifies individually that, to the best of its knowledge and belief, it has not altered or mutilated any such records, documents or other information.

## **XII. NOTICES AND SUBMISSIONS**

27. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Settling Federal Agencies.

As to EPA:

Danita Yocom  
U.S. EPA Region IX  
75 Hawthorne Street  
Mail Code RC-3-2  
San Francisco, CA 91105

Dan Shane  
U.S. EPA Region IX  
75 Hawthorne Street  
Mail Code SF-6  
San Francisco, CA 91105

As to Settling Federal Agencies:

Robert Taylor  
Deputy General Counsel  
Office of General Counsel (Environment and Installations)  
U.S. Department of Defense  
1600 Defense Pentagon  
Washington, D.C. 20301-1600

## **XIII. INTEGRATION / APPENDICES**

28. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement. EPA and the Settling Federal Agencies, however, may modify the Agreement in writing by mutual consent. The following appendices are attached to and incorporated into this Agreement:

- Appendix A is a map of the Site; and
- Appendix B is the Action Memoranda.
- Appendix C is the Informal Cost Summary signed on February 12, 1998.

**XIV. PUBLIC COMMENT**

29. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

**XV. ATTORNEY GENERAL APPROVAL**

30. The Attorney General or her designee has approved the settlement embodied in this Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

**XVI. EFFECTIVE DATE**

31. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 29 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement, except as provided in Paragraphs 10(a)(1) and 15. In the event that EPA determines, following the public comment period, that modification of or EPA withdrawal from this Agreement is necessary, such determination shall be subject to the dispute resolution provisions of Paragraph 13. In the event of EPA withdrawal from this Agreement, any unexpended funds from Settling Federal Agencies' payment for Future Response Costs shall be returned to the Settling Federal Agencies as soon as reasonably practicable, in accordance with instructions to be provided by the Settling Federal Agencies, consistent with the requirements of the Economy Act.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By: Sandra L. Connors

Sandra L. Connors

Director, Regional Support Division

Office of Site Remediation Enforcement

Office of Enforcement and Compliance Assurance

5-22-98

Date

By: Michael Feeley

Michael Feeley

Superfund Deputy Division Director

Region IX

5-21-98

Date

THE UNDERSIGNED SETTLING FEDERAL AGENCY enters into this Agreement in the matter of U.S. EPA Docket No. 98-\_\_\_\_, relating to the Fresno Industrial Supply, Inc. Site in Fresno, California.

FOR SETTLING FEDERAL AGENCY:

Department of the Air Force  
[Name]  
Pentagon, Washington D.C.  
[Address]

By: TAD McCauley  
[Name]

May 22, 1998  
[Date]

THE UNDERSIGNED SETTLING FEDERAL AGENCY enters into this Agreement in the matter of U.S. EPA Docket No. 98-\_\_\_\_\_, relating to the Fresno Industrial Supply, Inc. Site in Fresno, California.

FOR SETTLING FEDERAL AGENCY:

Defense Logistics Agency

[Name]

8725 John J. Kingman Rd.  
Ft. Belvoir, VA 22060-6221

[Address]

By: 

[Name]

May 22, 1998

[Date]

THE UNDERSIGNED SETTLING FEDERAL AGENCY enters into this Agreement in the matter of U.S. EPA Docket No. 98-\_\_\_\_\_, relating to the Fresno Industrial Supply, Inc. Site in Fresno, California.

FOR SETTLING FEDERAL AGENCY:

Department of the Army

[Name]

Washington, DC 20310

[Address]

By: 

[Name]

22 May 1998

[Date]

Lawrence E. Rouse  
Colonel, US Army  
Chief, Environmental Law Division



THE UNDERSIGNED SETTLING AGENCY enters into this Agreement in the matter of U.S. EPA Docket No. 98- 02, relating to the Fresno Industrial Supply, Inc. Site in Fresno California.

FOR THE SETTLING FEDERAL AGENCY:

Sherri W. Goodman  
Deputy Under Secretary of Defense (Environmental Security)  
3400 Defense Pentagon  
Washington, DC 20301-3400

By:

  
Sherri W. Goodman

5/27/98  
Date

THE UNDERSIGNED SETTLING FEDERAL AGENCY enters into this Agreement in the matter of U.S. EPA Docket No. 98- 02, relating to the Fresno Industrial Supply, Inc. Site in Fresno, California.

FOR SETTLING FEDERAL AGENCY:

CAPTAIN ERNEST R. HUNTER

[Name]

CO, EPA WEST 900 COMMODORE DR

[Address]

SAN BRUNO, CA 94066

By:

[Name]

5/28/98

[Date]